

Trailer Rental License Agreement

Renter must be 25 years of age or older, Renter must have a valid driver's license, and Renter must complete this Agreement, which includes the Terms and Conditions and Authorization Form for Damages or Additional Fees.

Damages:

- _____ I understand that any damages that occur to the RV during my rental period will be my responsibility to cover the repair cost and potentially any lost income.
- _____ I understand that if I choose to use the awning during my rental period, any damages that occur are my responsibility to pay. A damaged awning is estimated to cost a minimum of \$3000.

Security Deposit. A \$500.00 security deposit (the "Security Deposit") is required for each camping trailer rental and due on the day of the Rental Period Start Date. This security deposit covers the cost in the event there are missing or damaged items inside or to the outside of the camping trailer during your stay. If necessary, additional costs associated with missing or damaged items inside or outside the camping trailer may be charged to you. The security deposit may also be used to pay any monies owed to Peach State Camper & RV Rentals LLC under this Agreement.

Cancellation Policy. When a guest makes a reservation with a departure date more than 14 days in advance, a 50% reservation deposit is charged when Peach State Camper & RV Rentals LLC accepts the reservation. Otherwise, the reservation total is charged in full.

- Free cancellation for 48 hours after booking, so long as at least 14 days remain before the trip begins.
- If cancelled more than 14 days prior to the start date of the trip the following shall be refunded: 50% of the booking total, including tax; Anything paid toward the protection package, including tax. The following shall not be refunded: The service fee, including tax.
- If cancelled less than 14 days prior to the start date of the trip the following shall be refunded: Anything paid toward the protection package, including tax. The following shall not be refunded: The entire booking total, including tax; The service fee, including tax.

Notice(s). If you have a change of address, you must notify us immediately via text or phone call to: 478-225-3592, and through e-mail to: peachstatecampers@gmail.com.

I would like to reserve/rent a camping trailer from Peach State Camper & RV Rentals LLC. I understand that Peach State Camper & RV Rentals LLC must approve the Agreement before a reservation can be confirmed. If approved, I authorize Peach State Camper & RV Rentals LLC to charge me for reservation fee/rental amounts or any damages that I have caused during my rental period. I and Peach State Camper & RV Rentals LLC have the right to cancel the reservation under this Agreement. If I cancel my reservation more than 72 hours after booking and two weeks before the rental start date, I will be charged 50% of the total rental amount. If I cancel the reservation within two weeks of the rental start date, the total rental payment will be nonrefundable. If Peach State Camper & RV Rentals LLC cancels the

reservation for any reason, all my payments made towards the rental will be refunded within 7 business days. The security deposit is refundable, except for deductions prescribed for in the Agreement and attached (Rental Terms and Conditions), within 15 business days after the Rental Period End Date.

Renter Signature: _____ **Date:** _____

(Signature acknowledges Renter has read and agrees with Peach State Camper & RV Rentals LLC Terms and conditions attached below)

Peach State Camper & RV Rentals LLC Signature: _____

Date: _____

AGREEMENT TERMS AND CONDITIONS

This Agreement shall constitute a complete Waiver and Release of Liability for the benefit of Peach State Camper & RV Rentals LLC ("PSCR"), which covers the operation and use of a Trailer and any related activities and/or equipment provided by PSCR. PSCR shall include those parties specifically named in this Agreement and all other entities and persons, natural or corporate, and shall also include singular and plural, heirs, legal representatives, assigns of individuals, employees, agents, servants, officers and directors, stockholders, attorneys, representatives, employers, successors, subsidiaries, affiliates, partners, predecessors or successors in interest, assigns of corporations, whenever the context so admits or requires.

1. **Definitions.** "Agreement" means all terms and conditions found in this form, any addenda and any additional materials we provide at the time of reservation/rental. "You" or "your" means the person identified as the renter on this form, any persons signing this Agreement, and any person or organization to whom charges are billed by us at its or the renter's direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means Peach State Camper & RV Rentals LLC, a Georgia corporation ("PSCR"), Michael Canterbury, or Megan Canterbury. "Trailer" means any Camper, RV, and/or equipment rented pursuant to this Agreement. "Loss of use damages" means the value of the loss of our right to use the Trailer for any reason because of damage to it or loss of it during this rental. Loss of use damages are calculated by multiplying the number of days from the date of damage to the Trailer until it is repaired or replaced multiplied by the daily rental rate that you have agreed to.

2. **Use and Operation.** You wish to use a Trailer. For purposes of this Agreement, the term "Rental experience" shall include any and all activities in any way related to operation and use of the Trailer, use of equipment, and/or facilities. You acknowledge having received basic instruction on the operation and use of the Trailer and acknowledge You have been trained to your complete satisfaction before any operation and use of the Trailer. You agree to operate and use the Trailer in a careful, considerate and safe manner with due consideration for the safety and well-being of all persons and property. You agree to immediately cease operation or use of the Trailer if you are concerned in any way about the operation or a malfunction or damage to the Trailer.

3. **Rental and No Warranties.** This is a License Agreement for the temporary use of the Trailer at the Rental Location(s) noted above. This Agreement does not provide you or any other party with the right to tow or otherwise move the Trailer from the Rental Location. Unauthorized movement of the Trailer will result in, at a minimum, a loss of the Security Deposit and, potentially, legal action. We may repossess the Trailer at your expense without notice to you if the Trailer is abandoned or used in violation of any applicable laws or this Agreement. We make no warranties, express, implied or apparent, regarding the Trailer, no warranty of merchantability and no warranty that the Trailer is fit for a particular purpose.

4. **Campground Reservations.** We are not responsible for campground reservations or for ensuring the Trailer is suitable or appropriate for Your desired campground site(s). All campground reservations must be made separately with the campground's reservation agency. All campground and campsite fees are separate from and in addition to the rental price and fees under this Agreement. No refunds will be given for campsite reservation errors. You acknowledge that the Trailer requires a suitable spot for the length of the Trailer, a 50 amp receptacle for power, a sewer inlet connection for bathroom use, and a potable fresh water supply connection, which shall all be provided and used at your sole expense. PSCR shall not be responsible for any electrical, sewer, and/or water insufficiencies at the desired site(s).

5. **Check In.** Delivery times are generally between 1:00 – 3:00 p.m daily. It is your responsibility to notify us via text or phone call to: 478-225-3592, and through e-mail to: peachstatecampers@gmail.com, with directions to your designated campground spot.

6. **Delivery / Set up / Pick up.** We will deliver and set up the Trailer at the Rental Location on the Rental Period Start Date and pick up the Trailer upon completion of your Rental Period. At the time of delivery, one of our staff members will provide you with an orientation to show you the safe and proper use of the Trailer and its features. Additionally, the orientation will provide a summary of the rules and prohibited uses of the Trailer. The Trailers will include instruction booklets which will explain the operation of the Trailer and its features. The orientation process can take up to one (1) hour - please allow yourself enough time. There are no refunds for early departures. The Trailer must be returned without damage and the inside must be cleaned prior to check out (dishes washed, dried, and put away, trash removed, floors swept, and countertops wiped). Failure to return without damage and/or in an unclean state will result in additional charges that shall be deducted from the Security Deposit and, if necessary, additional charges may be made to you. Charges will be calculated by cost of repair and labor fees. If incorrect delivery information is submitted through the reservation request form that results in PSCR delivering your rental on the wrong date or to the wrong space/location, \$100 will automatically be deducted from your security deposit in addition to any travel costs & time spent.

7. **Valid Driver's License.** An acceptable, valid driver's license issued from your country of residence must be presented at the time of rental. The driver's license must be valid for the entire rental period. If the driver's license is in a language other than English, an International Driver's Permit is recommended or other form of identification that we find acceptable.

8. **Acceptable Forms of Payment.** Payment for the rental may be made by cash, cashiers check, or electronic funds transfer (via bank or platform such as Venmo or Apple Pay). A 3.5% transaction fee will be added for electronic payments and 1.5% for bank transfers. We will accept personal checks for the first half of payment only and as long as the reservation is made more than 30 days in advance. A \$50.00 fee will be charged for all returned checks.

9. **Prohibited Uses.** The following acts and/or uses are prohibited and constitute a breach of this Agreement Subject, but not limited to, forfeiture of the security deposit, repossession of the Trailer without legal process, and/or legal action: a) the unauthorized towing, moving or other prohibited use of the Trailer; b) accessing or walking on the roof of the Trailer; and c) not complying with all campground rules and regulations, or applicable State or Federal laws.

10. **Lost and Found.** Peach State Camper & RV Rentals LLC is not responsible for lost or misplaced items, or those left behind by Renter. Renter should notify Peach State Camper & RV Rentals LLC immediately if Renter discovers it left any item at the Trailer, and Peach State Camper & RV Rentals LLC will notify Renter if the item is found. Renter shall be responsible to arrange the shipping and pay the shipping costs for return of the found item.

11. **Assumption of Risk.** I understand and acknowledge that operation of the Trailer has a significant potential for serious injury to persons and for damage to property. These inherent risks include, but are not limited to, those caused by terrain, facilities, condition of the equipment, traffic, wildlife, misuse of the trailer, and/or actions by other persons. I am voluntarily participating in this Rental Experience with the knowledge of the dangers involved, whether known or unknown, whether explicitly stated in this agreement or not stated, and I agree to accept and assume any and all risks of loss, injury or death. I

FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH TRAILER USE AND ANCILLARY OR INCIDENTAL ACTIVITIES AND THE POSSIBILITY OF PERSONAL, EMOTIONAL OR CATASTROPHIC INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM WHETHER ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH OR OUT OF MY PARTICIPATION IN OR ASSOCIATION WITH THE TOUR EXPERIENCE.

12. Release and Waiver of all Claims. In consideration for being permitted to use the Trailer, I hereby remise, release, acquit, satisfy, and forever discharge PSCR of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, Agreements, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law or in equity, which I ever had, now has, or hereafter can, shall or may have, against PSCR, Michael Canterbury, or Megan Canterbury for, upon or by reason of any matter, cause or thing whatsoever, whether direct or vicarious, from the beginning of the world to the day this document is signed, including but not limited to any and all risk(s) identified herein or arising out of, related to, or in connection with this Agreement or the Trailer. I intend by this Waiver and Release, in advance, to waive any and all right(s) against PSCR and discharge PSCR from any and all claims for damages for death, personal injury, and/or property damage which I have or which may thereafter accrue to me, as a result of my use of the Trailer even though that liability may arise from negligence or carelessness on the part of the persons or entities being released. I understand and agree that this Waiver and Release is binding on my heirs, assigns and legal representatives.

13. Indemnity and Hold Harmless. You agree to indemnify and hold PSCR, Michael Canterbury, or Megan Canterbury, and all of their officers, directors, agents, employees and members, harmless from and against any and all claims, demands, causes of action, suits, judgments, decrees, liabilities, obligations, injuries, including death, losses, damages, cost and expenses, including attorney fees, cost and expenses incurred by PSCR with regard to such matters, for injuries of any type or kind, including death, to any person, and for loss of or damage to property of any type or kind, arising out of, related to or in connection with this Agreement, the Trailer, my use and operation of the Trailer and any other property rented or provided to me pursuant to this Agreement and for my failure to fully and completely comply with the terms, provisions and conditions of this Agreement. You understand and acknowledge that no medical insurance coverage or benefits will be provided to me during or after the tour experience, unless procured by you individually. You affirm that I have medical insurance or personal financial resources sufficient to cover the cost of transportation and/or any medical treatment that I may require, and agree to pay such expenses incurred on your behalf.

14. No Smoking. There is a zero-tolerance policy of no Smoking in any of the Trailers. If the Trailer is returned with any kind of smoking odor or evidence of smoking within it will result in the immediate forfeiture of the security deposit plus any additional charges incurred in cleaning and/or repair.

15. Pet Policy. We prefer No Pets in trailer. If we do approve your pet, there is a \$50.00 pet fee. Any damage caused from the pet will be deducted from the security deposit. Evidence of unauthorized pets will result in a \$350.00 charge.

16. Limited Supplies. Most trailers come equipped with oversized tanks - approximately eighty (80) gallons of fresh water, eighty (80) gallons of gray and black water holding tank capacity, thirty (30) pounds of propane, and two (2) full charged 12 volt batteries. It is your responsibility to ensure that these resources last your entire rental period. We will not provide customers additional water, holding tank capacity, propane, or batteries during their rental period.

17. Appliances. The A/C, awning, radio, microwave, television, jacks, etc. are convenience items. If any malfunctions should occur with any of these items, no compensation will be made to you. For assistance, you are advised to consult the informational material in the Trailer or contact Peach State Camper & RV Rentals LLC at (478) 225-3592.

Inventory Items. The Trailer is stocked with the following inventory items. Loss of any item will be charged \$15.00 per item plus the cost to replace the item. The items included are as follows: Linens for King and Queen beds, Fleece blanket (1), Bath Towels (4), Washcloths (4), Bath mat (1), Hand Towel (1), Kitchen Towel (1), Dish Soap, Dish Sponge, Plates, Bowls, Cups (set of 9 or 12), Utensils (set of 9 spoons, forks, knives each), Measuring Cup, Measuring Spoons (set of 10), Can Opener, Pots (2), Pans (2), Spatulas (2), Serving spoons (2), Trash bags, Broom and dust pan, Large trash can, Small trash can

18. Renter Damage. You acknowledge that you have fully examined the Trailer and have marked any previous damage on the Checkout Form. You agree that the Trailer is suitable for the purpose for which you are using it. You will maintain the Trailer in a safe and dependable condition while in your custody. If the Trailer and/or the contents in the Trailer at the time of the delivery orientation are damaged during your rental period, you are responsible to pay all damage costs whether you were at fault or not or if damage was caused by acts of nature (wind, rain, earthquake, fire, flood, etc). The awnings are very susceptible to wind and rain damage. It must be rolled up in windy conditions, at night, and anytime the Trailer is left unattended. Awning damage has a minimum of \$3000 in repair costs. If an accident occurs, you are responsible for obtaining a police report, contacting the other party's insurance company and contacting us immediately at (478) 225-3592. At check out, Peach State Camper & RV Rentals LLC will estimate the damage, if any, and expedite the cleaning and/or repair. You agree to pay Loss of Use Damages to Peach State Camper & RV Rentals LLC within thirty (30) days of the mailing or emailing of the notice of the value of the damages to you.

19. Early Departures/ Extending Rental Dates. You are responsible for reviewing this Agreement to ensure that all rental costs and rental dates are correct. If you wish to extend the rental period, you must call us for approval. There are NO refunds for early departures. If you do not vacate at the scheduled check-out time on the scheduled Rental Period End Date and you have not called us for approval to extend the rental period, you will be charged additional rental day(s), and any inconvenience fees incurred by the next renter.

20. Cleaning Fee. If, in the sole discretion of Peach State Camper & RV Rentals LLC, the cleanliness of the Trailer is not substantially similar to the level of cleanliness of the Trailer when delivered to the Trailer Site, an additional cleaning fee of \$50 per hour will be charged to Renter.

21. Waiver. Our failure to enforce any of our rights under this Agreement or at law shall not be deemed a waiver or a continuing waiver of any rights or remedies against another party, unless such waiver is in writing and signed by the party to be charged.

22. Governing Law and Venue. This Agreement Shall be interpreted and enforced according to the substantive laws of the State of Georgia without application of its conflicts or choice of law rules. Both parties irrevocably submit to the jurisdiction of the state court.

23. Insurance. You agree to and confirm that you have adequate automobile and/or other RV rental insurance to cover the duration of their rental period. You shall maintain all applicable liability, collision, under-insured and uninsured policies, and comprehensive insurance covering yourself, any Occupants, any Users, and the Trailer in the minimum amount required by applicable state law. You agree that Our

insurance policy(ies) shall be secondary to any and all insurance policies of yours unless otherwise prohibited by law. The benefits afforded under your insurance policy(ies) shall be primary, and you shall include PSCR as an Additional Insured on any applicable policy(ies) for the time period of the rental.

24. **Tax.** Renter shall pay and bear all federal, state, and local sales, use, excise, personal property and other taxes and all governmental assessments, fees, and charges imposed on or in connection with any trailer, or on the lease, use, ownership, or possession thereof pursuant to this Agreement.

25. **Severability.** If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

26. **Agreement to Mediate and Waiver of Right to Jury Trial.** Any dispute arising under this Agreement and/or use of a Trailer and/or involvement in a Rental experience shall be referred to Mediation prior to any lawsuit(s) being filed in any jurisdiction. If the parties cannot agree on a Mediator, each party shall select one Mediator and both Mediators shall then select a third. The third Mediator so selected shall Mediate said dispute. **IN ANY ACTION, SUIT, OR PROCEEDING IN ANY JURISDICTION BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES ANY RIGHT(S) TO A TRIAL BY JURY.** If any action is brought by either party against the other relative to the enforcement of the terms, provisions, covenants and conditions of this Agreement or in regard to any other matter relating to this Agreement, the party in whose favor final judgment shall be entered shall be entitled to recover court costs incurred and actual attorney's fees.

27. **Modifications.** No term of this Agreement can be waived or modified except by a writing that we have signed.

28. **Entire Agreement and Modification.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic or otherwise. No change, modification, amendment, or addition of or to this Agreement shall be valid unless in writing and signed by authorized representatives of the Parties. Each Party hereto has received and/or been provided the opportunity to receive independent legal advice regarding this Agreement and their respective rights and obligations set forth herein. The Parties acknowledge and agree that they are not relying upon any representations or statements made by the other Party or the other Party's employees, agents, representatives, or attorneys regarding this Agreement, except to the extent such representations are expressly set forth herein.

29. **Refunds.** No refunds will be given for any reason, including, but not limited to, bad weather, no shows, late arrivals, or early departures.

30. **Revocable License.** Subject to the terms, provisions, conditions and obligations of this Agreement, this Agreement constitutes a non-exclusive and revocable License Agreement.

31. **Relationship of Parties.** This Agreement shall create the relationship of licensor and licensee and shall in no way be construed as a lease, partnership, or joint venture, nor shall this Agreement be construed in any manner so as to create an employer/employee and/or agency relationship between the Parties or to give You the rights of tenants or Landowners the right of a landlord. Nothing contained in

this Agreement shall be deemed or construed as creating any leasehold, easement or other possessory interest, or any other right, title or interest, in the Property or any part thereof.

32. Assignment. The license granted herein is a personal and unassignable privilege to use the Trailer solely for the purposes provided in this Agreement. You shall not authorize any other person to operate or use the Trailer in your absence, or to allow another person to operate or use the Trailer. You shall not have any right to transfer (by operation of law or otherwise), assign, mortgage, pledge or in any manner encumber her interest in this License or the Property, or to sublicense the whole or any part of the Trailer, or any part thereof, without the prior written consent of PSCR, which consent may be granted or withheld by PSCR in their sole and absolute discretion. Any attempted assignment, lease or sublicense shall be null and void *ab initio*.

33. Time is of the Essence. With respect to any time periods or dates referenced in the Agreement, such time is expressly declared to be of the essence.

34. Survival. The Parties expressly agree that all provisions of this Agreement which contemplate performance after the expiration or termination of this Agreement shall survive such expiration or termination, whether such is stated herein or not.

35. Participants under 18 Years of Age: As parent/guardian you are signing this Agreement for any minor(s) that may operate or use the Trailer and/or its equipment. You acknowledge that You are authorized to sign this Agreement for the minor. You acknowledge and agree that You have read the Agreement, and that by signing this Agreement on behalf of the minor, the minor and You agree to be bound by its terms. You hereby certify the minor is competent and capable to operate the Trailer in accordance with any applicable law(s), and further agree to be solely responsible for the minor's action(s) while operating the Trailer. You hereby agree to INDEMNIFY, DEFEND, and HOLD HARMLESS PSCR for any claim or suit arising out of said minor's participation in the Rental experience.

Notice. Any notice permitted or required by the provisions of this Agreement shall be delivered as follows:
If to You: Mailed to _____

If to PSCR: Mailed to 105 Chisom Trl, Bonaire, GA 31005

Any notice required to be given shall be effective when sent and may be sent by overnight mail, hand delivery, certified mail, or electronic mail.

Default: You will be in default under this Agreement if (1) you fail to comply with any provision of this agreement and fail to cure such default within twenty-four hours of notice by us; (2) we observe that you have used the trailer not for its intended purpose or in such a way that you have criminal liability under Georgia law; (3) you have abandoned the trailer; (4) you have moved the trailer; or (5) you have significantly damaged the trail, which significance is in the sole discretion of us.

Upon default, you will be charged any Loss of Use Damages, the cost to repair the trailer as a result of your default, the cost to move the trailer as a result of your default, any and all other damages provable at law, and any remedies available in equity. Additionally, upon your default, we have the right to immediately terminate your use and possession of the trailer and you will not receive any refund of monies paid to us.

THIS IS AN IMPORTANT AND BINDING LEGAL DOCUMENT. PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. YOU ARE VOLUNTARILY SIGNING THIS AGREEMENT WITH NO PROMISE, GUARANTEE OR INDUCEMENT, AND YOU ARE AWARE THAT BY SIGNING THIS AGREEMENT YOU ARE WAIVING CERTAIN LEGAL RIGHTS (INCLUDING FUTURE RIGHTS) WHICH YOU OR YOUR HEIRS, DEPENDENTS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST PSCR.

Renter Signature: _____ **Date:** _____

(Signature acknowledges Renter has read and agrees with Peach State Camper & RV Rentals LLC Terms and conditions attached below)

Peach State Camper & RV Rentals LLC Signature: _____

Date: _____